JURISDICTION

(i) Date of Orders to be reviewed:

8/19/05, 2nd Cir denial of rehearing en banc.

2/18/05, 2nd Cir Summary Order affirming in all respects bankruptcy court's 4/25/02 final Order and decision that petitioner/appellant/Urban, had NO "ownership interest" in any part of the 75 acres "foreclosed" upon; therefore there was NO Violation of the Stay by the foreclosure.

Note: these were Not the questions put to the Federal Courts in Urban Chap 11 complaint, or in Urban Motion for Summary Judgment.

5/9/90, Primary (pre-bankruptcy,) state court Judgment Determining Property rights; aborting the "sale" to Haag.

2/27/91, Ancillary (pre-bankruptcy,) state court Judgment, returning ($16,500.00) down payment to Haag - with interest (retroactive) as of 5/9/90.

1/12/98, US District Court Order Reversing & Remanding back to bankruptcy Judge Beatty: finding Fed Jurisdiction over 103 acres, and Yates County; and, that making the sale to Haag/Tuttle subject to a pending lis penden action, constitutes a "cancellation clause."

4/25/02, US Bankruptcy Court final Order, ignoring the Primary (pre-bankruptcy) state court Judgment, and re-writing the Ancillary Judgment (after conducting illegal non-jury trial,) claiming Urban had NO "interest" in the 75 acres "foreclosed" upon; in fragrant violation of the Rules of Construction, and *reversing* US district Judge Mukasey's 1/12/98 Order finding a "cancellation clause;" and in Conflict with this Court's *Evans*, and 4th Circuit's *Budget*.

(ii) A Rehearing was denied.

(iii) No Cross Petition.

(iv) Jurisdictional Statutes: 28 USC 1292(a)(1); 28 USC 1251(b)(2); 28 USC 1334(a); 28 USC 158(a) & (d); 28 USC1257(2).

(v) U.S. is NOT a Party.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Rule of Law:

(a) Res Judicata: Once an issue of Fact has been Tried in state court, and reduced to Final Judgment; it CANNOT be retried in Federal Court. e.g. In this case bankruptcy judge Ninfo declared the Primary state Judgment "invalid," then convened a *new Trial* (without a Jury, or discoveries, etc.,) to re-write the Ancillary judgment, which he did do.

(b) Law of the Case: After an appellate court passes on an issue, and Remands for further proceedings; the Appellate findings **cannot be re-examined** and/or re-determined by the lower court. e.g. In this case, bankruptcy judge Ninfo *re-examined* the meaning of words in 6/29/88 Urban deed to Haag & Tuttle making it subject to a pending Lis Pendens action, and to Refund their $16,500.00 deposit from the "proceeds" of a re-sale of the land ("if" that action were to prevail) – to constitute a "cancellation clause;" *and "reversed"* US District Judge Mukasey of the Southern District of NY, who found (in his

appellate capacity,) that words making a conveyance to Haag & Tuttle subject to the pending lis penden action, constitute a "cancellation clause."

(c) Doctrine of Equitable Conversion, is designed to prevent a seller from falling through the cracks and getting robbed: **(a)** The first buyer with a valid-written Contract purchases the land; and, is to be deemed the "new owner" (as of date of Contract). And **(b)** the seller has an Automatic Lien (that runs with the land) for the purchase price of the contract.

(d) The possession of land (Real Estate) is Alienable (transferable) independently from the title to the land. Therefore, "possession" of Real Estate is a Protected Property "interest" under the Automatic Stay, which is shielded from seizures by any entity - under the "Code" 11 US 362(a)(3.)

(e) The "ownership" of a Right of Way (an Easement) to travel over somebody else's land, is held as PERSONAL PROPERTY (as a matter of Law.) Therefore, a land Tax Foreclosure against the "owner of record" of the Land does NOT "touch" the holder a Right of Way (especially NOT if he's a Chapter 11 debtor protected by the Stay.) In this case judge Nimfo (subverted the Rule of Law by) first "disqualified" Urban's recorded Right of Way; by objecting to One Notice as to "form" (ignoring other Notices;) then ignored Right of Way by Conscription (due to Urban's continuous driveway use for ten (10) Years plus.)

(f) Acquisition of Easement by Conscription:

New York has a Ten (10) Year Statute of Limitations, which allows a Right of Way to be

acquired by Conscription; if use continuously for 10 years. In this case judge Nimfo, sidestepped that issue, thus sidestepping critical Rule of Law.

(g) There can never be an abeyance of seisin.

(h) Equity treats as done what ought to be done. e.g. Both state judgments should have had an ordered paragraph of "divestiture" as a mere formality; so Fed Courts should treat it as such.

7th Amendment, guaranty to a Jury Trial, in any civil matter involving more than $20.

14th Amendment prohibition against abridging any Rights, and/or denying due process, and/or Equal Protection.

4th Amendment prohibition against any unreasonable seizures.

5th Amendment prohibition against the privation of Property without due process. Nor shall property be taken without just compensation.

9th Amendment:

(a) Freedom from unduly burdensome interference with lawful commerce, and confiscatory taxes.
(b) Freedom from abusive bureaucrats who make up their own law (by interpretation) case by case.
(c) Freedom from vague & contradictory state laws intended to confuse the public, written by Trial Lawyers Associations primarily as "Lawyers Full Employment Acts."

1964 Civil Rights Act; prohibition against employment discrimination against minorities, through the sabotage or destruction of their self-employed businesses.

NYS-CPLR 5235: (Sheriff Levy & Seizure of land without notice or a hearing.)

STATEMENT OF THE CASE:

(A) Material underlying facts (below the radar) are:

In 1985, Appellant/petitioner (Urban) ran thirty (30) second Radio spots in Yates County, NY (Small Town U.S.A.), complaining local Taxes were "Too high" which locals blamed on: **(a)** State & Federal "mandates;" and, **(b)** Government's "Unlimited Power to Tax" (gloating the Framers made a "big mistake" giving politicians unlimited POWER to take everything people have – and then some.) Urban spots also noted the two (2) National Parties (Republicans & Democrats) are ONE party - **Addicted** to the Patronage & Waste - guaranteeing America's Collapse; unless a **NEW Political PARTY** emerges Committed to fiscal sanity – if Nation is to survive another fifty (50) Years.

While Urban felt ***good*** about practicing *Active Liberty* – what Hon. Breyer would later name his book: *A concept* that the Constitution gives us little people, (not just) the "Freedom" from raw Government excess, but Also the "Freedom" to PARTICIPATE in that Government;

The Locals (upstate) in Yates County, **do NOT share** Urban's enthusiasm for *Active Liberty*; given they're Heavily dependent on Patronage and waste - "to put food on the table" - as a result of having chased Private jobs and Industry from the area. So, instead of looking at the *valid* critical issues Urban raised in Radio spots they decided to "attack the messenger" (Urban) in three ways: by

(i) Unleashing vicious "political attack dogs," to **smear and discredit** Urban & ruin his Horse Business; and run Urban out of their ethnically cleansed area – without getting paid for land w/malicious litigation (as "public example,") and

(j) Exerting Political Pressure on "Local Judges" to cover their backs - local judges they brag they "own," and

(k) Gloating this Process (of *crushing* dissent) is "Widespread," in **Small Town, USA.** And that Urban (being a "City Sleeker,") did Not know how "Country Boys" do Politics **(the Roman Empire, way)**[1] but now he does.

(B) Material (above water) Facts of this controversy:

Justice Sandra D. mentioned in her book, "two lawyers three opinions." That would make this case, one of two lawyers-three opinions – Times Three venues: e.g.

After plaintiff signed three (3) contracts to sell overlapping parts of 103 acre farm (under duress)- resulting in state action for specific performance of second contract.

---

[1] Whereas Country Boys have a 3-step process of handling "political troublemakers;" their local Judges have 3-step process of **their own**: e.g. (a) If the Merits are against the troublemaker – use the Merits; (b) If the Merits Favor the troublemaker, use PROCEDURE; and, (c) If *both* Merits and Procedure Favor the troublemaker; then convene a new trial or "hearing" to Create a New RECORD to support desired result.

And After plaintiff signed a Conditional Deed to third taker (third contract,) "subject to" the pending Lis Penden action by second taker for specific performance of the second contract. The conditional deed had a written provision that "if" the second taker were to "win" in that then pending case identified as "#88-50" (given it was understood such a "win" canceled the third takers; causing their land grant to lapse;) that plaintiff would refund their down-payment towards the 75 acre land purchase, but only from the "Proceeds" of the re-sale to the second taker (an *Insurance Policy* plaintiff put into the deed.) and

After plaintiff bought back two (2) acres with Horse Barn and driveway; by recorded deed viewed by state judge as an "addendum" to the first deed, and

After **Entry** of **two (2)** pre-bankruptcy **Judgments** from state court (one Primary on **5/9/90** for the specific performance of second contract;) and the other an Ancillary one on 2/27/91 for Refund of down-payment of third takers (third contract;) with interest Retroactive as of **5/9/90.** And, plaintiff was in possession of the whole farm due to surrendered by 3rd takers on **5/9/90+/-.**

Plaintiff commenced Title 11 Action to recover mere legal title to 73 acres of from defendants (Haag & Tuttle;) the third takers – and erase confusion over title reversion - and to remove as a cloud to the title, defendants claim to title to the three (3) acres across the street (reserved by plaintiff for his horses, in first and second contracts) but sold to third takers. First takers were not named since they indicated wish not to get involved in litigation; and the presumption is that the 5/9/90 Judgment of Specific Performance in favor of the second taker (second contract,) cancelled the first contract by operation.

Action was also to remove as a cloud the Tuttle claim to a ½ divisible interest (as tenant in common) to the 2 acre horse barn plaintiff bought back from Haag (as herself, and as Tuttle's agent,) on the grounds Tuttle died intestate after he acquiesced to 2 acres transfer to plaintiff, who remained in sole and exclusive possession of the land.

And as an **Alternative Relief** in his complaint, plaintiff sought a decree that if plaintiff (had not recovered mere legal title by operation;) and did not recover mere legal title *by decree* from Federal Court; that the ancillary state court Refund Judgment Haag received be declared "unconstitutional" and/or un-collectable – **on the Rationale** that if Haag & Tuttle were still owners of the 73 acres, they were **NOT** entitled to collect a Refund of their down-payment (constituting part of the purchase price) on the purchase the 75 acres. Since that would constitute a "taking" of property from plaintiff without compensation (a Fundamental violation.)

A Notice of Lis Pendes, of plaintiff's Fed Action to recover mere legal title to 73 acres, was duly Entered in Yates County, where property is located; and after that Yates County Treasurer filed Proof of Claim #3, for back taxes for all 103 acres, for 1989 & '91; but then in '94 without Notice executed a "foreclosure deed" to 73 acres for those years, without a judgment of foreclosure, or compliance with State RPT Law, sec 1164; 1138; 1136; 1124, et al.

US Bankruptcy Judge, Hon. John C. Ninfo, II, of Western District of New York, (after Venue transfer of Adversary Complaint only;) entered a decree that:

(a) the prior Primary state court Judgment is "invalid;"

(b) plaintiff's buy-back of 2 acre Horse barn & driveway from Haag is void and has no legal effect, due to alleged defective as to "form," in recording instrument - ignoring the fact (pre-bankruptcy) State Court accepted the deed as valid and appointed Guardian for Haag's children to share her title; also, County changed Tax Map accordingly, and money & possession changed hands, etc.

(c) US District Judge Mukasey erred finding a cancellation clause (in Appellate review,) and that NO "cancellation clause" exists in plaintiff's 1988 deed to Haag & Tuttle.

AND that as a consequence thereof: plaintiff has NO legal or equitable interest in any part of the 75 acres, and is not entitled to possession; given that Judge Ninfo was rejecting "reversion" and this Court's *Evans*; and was further declining to order Haag or Tuttle to return mere legal title to property. Judge Ninfo also *decreed* that plaintiff is not entitled to *set-off*, since plaintiff's failure to recover mere legal title to the 75 acres from third takers (either through operation of law "reversion;" or through Federal decree,) did not diminish plaintiff's obligation to return Full down-payment towards purchase of the 75 acres, so ordered in pre-bankruptcy state court final (ancillary) Judgment. Thus Rejecting this court's *Evans v Abney*.

Hon. Ninfo also decreed that neither Yates County, nor tax "foreclosure deed" purchaser, Violated the Stay by giving and receiving a "foreclosure deed" to 75 acres at issue in the Chapter 11 case, and pending Adversary Complaint, without lifting the Stay; 11 USC 362(a)(3), and without Notice to debtor-in-possession/plaintiff, or US Trustee, or US Bankruptcy Court, or Tuttle's estate, or Public Notice of Foreclosure (naming court and index number involved;) and, without any judicial invention, or Judgment of Foreclosure from any court; Rejecting *Budget v Better Homes*.

Hon. Ninfo, also rejected plaintiff's Motion for Summary Judgment (appendix "J") refusing to rule on it, and treated as "Denied" for purpose of Appeals. Judge Ninfo cited as reason for rejecting motion that plaintiff invoked *Newbern v Barnes* an out of New York case as support. But the Motion was brought in Federal Court, and Federal Practice allow authority from another state if none is found in host state to address a common law issue raised.

Plaintiff Appealed assigning error, and requesting de novo review; and US District Judge Hon. David G. Larimer, Western District of New York, Affirmed in all respects, and retained US District Court Jurisdiction.

Plaintiff then Appealed to Second Circuit, USCA, assigning error, and re-requesting a de novo review, and the Second Circuit, Affirmed in all respects.

While Second Circuit Appeal was pending in USCA - down below – alleged "holder" of Haag's 75 acre Refund Judgment sold plaintiff's other 28 acres by a Sheriff's Deed. Plaintiff challenged the Sheriff's proposed Sale, but Second Circuit refused to Stay or hold a hearing - and lower state court cited Second Circuit lead and also refused.

Plaintiff's argued that Reversion by operation took place when the interim Estate to second takers (Haag & Tuttle) Lapsed by reason of the 5/9/90 Judgment, constituting the "win" written in the deed as the stated event. But Judge Ninfo rejected Reversion and this Court's Evans, and was affirmed.

Plaintiff now petitions the US Supreme Court for a certiorari. Having exhausted all forums below.

REASONS FOR GRANTING PETITION

Certiorari should be granted:

To Settle the issue of who has subject matter jurisdiction over pre-bankruptcy Property judgments (under appeal in state appellate courts,) at the time of Chap 11 filing.

To Settle the Conflict between the Second Circuit and this Court's ***Evans v Abney (396 US 435; 1970)***

To Settle the Conflict between the Second Circuit and every other Circuit e.g. (***Budget v Better Homes, 804 F2d 289; 4th Cir 1986***,) over the "test" to determine an Automatic Stay violation.

To Settle the Question as to whether the ***Finality Rule*** is satisfied by final state court judgments, which pre-date a Federal Bankruptcy Property determination, based on those prior state Final Judgments

CONCLUSION

For the reasons set forth above, this petition should be granted.

Respectfully submitted by,

Ralph Urban, Petitioner
P.O. Box 1010
Cooper Square Station
New York, N.Y. 10276

Date: November 11, 2005

Appendix A

United States Court of Appeals

FOR THE SECOND CIRCUIT
THURGOOD MARSHALL U.S. COURTHOSE
40 FOLEY SQUARE
NEW YORK 10007

Roseanne B. MacKechnie
CLERK

(court Seal)
Filed AUG 19

2005
Date: 8/19/05
Docket Number: 03-5046-bk
Short Title: In Re: Ralph Urban v.
DC Docket Number 02-cv-6329
DC WDNY (ROCHESTER)
DC Judge: Honorable David Larimer

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, Foley Square, in the City of New York, on the day of august two thousand five.

A petition for panel rehearing and a petition for rehearing en banc having been filed herein by the appellant pro se, Ralph Urban. Upon consideration by the panel that decided the appeal, it is Ordered that said petition for rehearing is DENIED.
It is further noted that the petition for rehearing en banc has been transmitted to the judges for the court in regular active service and to any other judge that heard the appeal and that no such judge has requested that a vote be taken thereon.

For the Court
Roseann B. MacKechnie, Clerk

Appendix B

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

THIS SUMMARY ORDER WILL NOT BE PUBLISHED IN THE FEDERAL REPORTER AND MAY NOT BE CITED AS PRECEDENTIAL AUTHORITY TO THIS OR ANY OTHER COURT, BUT MAY BE CALLED TO THE ATTENTION OF THIS OR ANY OTHER COURT IN A SUBSEQUENT STAGE OF THIS CASE, IN A RELATED CASE, OR IN ANY CASE FOR THE PUPOSES OF COLLATERAL ESTOPPEL OR RES JUDICATA.

At a stated term of the United Sdtates Court of Appeals for the Second Circuit, held at the Thorgood Marshall United States Courthouse, Foley Square, in the city of New York, on the 18th day of February, two thousand and five.

PRESENT: (court seal)
HON. Joseph M. McLaughin Filed Feb 18 2005
HON. Peter W. Hall
HON. John R. Gibson*
Circuit Judges.

In re: Urban,
Debtor.

****

RALPH URBAN,
Appellant,

v. No. 03-5046

LINDA HAAG, GERALD TUTTLE, WILLIAM C HURLEY
Appellees.

THE COUNTY OF YATES,
Movant.

---

*The Honorable John R. Gibson, Judge of the United States Court of Appeals for the Eighth Circuit, siting by designation.

For Appellant: Ralph Urban, Pro Se, Cooper Square, New York.

For Appellee: William C. Hurley, pro se, Elmira, New York.

Appeal from the United States District Court for the Western District of New York (David G. Larimer, J.).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of the District Court be and it hereby is AFFIRMED.
(relevant portions of the order)

Appellant executed and delivered a valid deed to Haag and Tuttle conveying the 75 acres of land at issue. Because appellant did not have any owhership rights over the land, the foreclosure sale did not violate the automatic stay provisions. See 11 U.S.C. sec 362(a).

Appellant also seeks a ruling that a 1991 Yates County judgment against him is "illegal, unconstitutional, and/or uncollectable (sic)." This Court does not have jurisdiction to entertain this portion of appellant's appeal. Pursuant to the Rooker-Feldman doctrine, "inferior federal courts lack subject matter jurisdiction 'over cases that effectively seek review of judgments of state courts and that federal review, if any, can occur only by way of certiorari petition to the Supreme Court."

In light of the above, appellant's August 9, 2004 motion to strike the Yates County Sheriff's sale is now moot.

The decision and order of the district court is hereby AFFIRMED.

FOR THE COURT:
Roseann B. MacKechnie, Clerk

By: /s/_____
Lucille Carr, Deputy clerk

Appendix C

Micro file 28 page 627 date stamp
STATE OF NEW YORK April 26 1990
SUPREME COURT : COUNTY OF YATES

WILLIAM D. HURLEY,

Plaintiff,

-against- ORDER AND

JUDGMENT

RALPH URBAN,

Defendant. Index No: 88-50

(relevant portion)

NOW, on motion of Raymond J. Urbanski, attorney for the plaintiff, it is hereby

ORDERED, ADJUDGED AND DECREED, that the Agreement and Contract to Purchase entered into on March 3rd of 1988 between Plaintiff and the Defendant as set forth in the Complaint be specifically performed and that the terms contained therein will be binding with exception that the purchase price is increased to Forty Three Thousand five hundred ($43,500.00) Dollrs, the Plaintiff shall pay, upon closing as set forth in the Agreement, the sum of Twenty Thousand Fie Hundered ($20,500.00) Dollars and will assume payments, as set forth in the Contract to Purchase, on the outstanding mortgage, and it is further

ORDERED, ADJUDGED AND DECREED, that at the time of closing, the amount by which the principle balance on the outstanding mortgage was reduced by the defendant between the date of the Contract to Purchaser, March 3rd of 1988 and July 1st of 1988, shall be paid by the Plaintiff, willaim C. Hurley to the Defendant Ralph Urban, upon proper proof at closing, by the Defendant Ralph Urban, of the exact amount by which the said principle balance on the mortgage was reduced between these dates, and it is further

ORDERED, ADJUDGED AND DECREED that except as otherwise set forth in this Order, the Plaintiff and Defendant shall be responsible for the specific performance of all other terms, clauses and conditions of the Contract to Purchase dated March 3, 1988.

ENTER:
Signed this 24 day of April, 1990, at Rochester, New York

(FILED & ENTERED) /s/_____

(5-9-90 1:40 pm) HON. Patricia D. Marks
/s/_____ Acting Supreme Court Justice
(Yates County Clerk)

(submitted for signature by)
Law Offices-
Raymond J. Urbanski-
Elmira, N.Y. and Corning,N.Y.

Mr. Urbanski, also had a Lis Pendens filed and Entered on 5/23/88.

Appendix D

At a Special Term of Supreme
Court held in and for the County
Micro-File 29 Page 28 of Yates at the Supreme Court
chambers in the City of Penn Yan,
New York on the 20th day of Feb 1991.

PRESENT:

HON. ptricia d. marks,
JUSTICE

STTE OF NEW YORJ
SUPREME COURT COUNTY OF YATES

LINDA HAAG,

P¦laintiff,

-against- index # 89-142

JUDGMENT

RALPH URBAN,

Defendant.

Pursuant to a decision made of this Court dated the 28th day of January, 1991 and having taken into consideration all papers pursuant to the Motion for Summary Judgment submitted by the plaintiff in this action and considering all of the answering papers y the defendant in the above action, it is hereby

ORDERED that the plaintiff, Linda Haag, have judgment and due deliberation having been had and the decision having been made on the 28th day of January, 1991, it is hereby

ORDERED AND ADJUDGED, that the plaintiff petitioner have judgment in the amount of $16,500.00 with interest at 9% pursuant to the CPLR from May 9, 1990 to date and the fee for index number.

Dated and signed at Penn Yan, New York this 20th day of February, 1991.

ENTER:

/s/_____
HON. PATRICIA D. MARKS
Supreme Court Justice

FILED & ENTERED
1-26-91 11 am
/s/_____
Yates County Clerk

(submitted for signature by)
Learned, Reilly & Learned
Attorneys at Law
301 William Street
Elmira, New York 14902

Appendix D (order)

STATE OF NEW YORK
COUNTY OF YATES SUPREME COURT

LINDA HAAG

Index no. 89-142

-vs-

RALPH URBAN

APPEARANCES:
For Linda Haag: PHILIP C. LERNED, Esq.
For Ralph Urban: RALPH URBAN, pro se

DECISION

PATRICIA D. MARKS, J.

(relevant portions)

This is a decision on an Order to Show Cause brought on by plaintiff requesting Summary Judgment in favor of plaintiff and against defendant, Ralph Urban, ...

Summary Judgment is granted to plaintiff against defendant and the defendant, Ralph Urban, is hereby ordered to pay plaintiff the sum of Sixteen Thousand, five Hundred Dollars ($16,500.00) with interest from the 9th day of May, 1990 at the nine percent (9%) per annum (CPLR 5004) statutory rate.

Likewise, defendant's third party complaint is dismissed as against Security Title and Guaranty Company, et al. No proof of service was ever submitted to this Court and, therefore, this action is not viewed as having been appropriately commenced.

This decision shall constitute the order of the Court.

Dated: (left blank)

/s/_____
PATRICIA D. MARKS
County Court Judge

Appendix D (Lis Pendeи)

(Micro-File 28 page 320)
STATE OF NEW YORK
SUPREME COURT: COUNTY OF YATES

LINDA HAAG
Route 228
Alpine, New York, Plaintiff

NOTICE OF
PENDENCY OF ACTION
Index No. 89-142

-against-

RALPH URBAN
R.D. #2
Rock Stream, New York

(FILED & ENTERED)
(Sept. 11, 1989 @ 11:10am)
(/s/ Yates County clerk)

GERALD TUTTLE
Box 764
Rock Stream, New York,

Defendants.

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court upon a Complaint of the above named plaintiff against the above named defendants for rescission of the conveyance of the subject premises and return of cash down payment thereon made by plaintiff, and for partition of the subject premises between the parties hereto and one Wiiliam C. Hurley, all of whom claim an interest in said premises.

AND NOTICE IT SFURTHER GIVEN, that the premises affected by this action, were, at the time of the commencement of this action, and at the time of the filing of this Notice, situated in the town of Starkey, County of Yates and State of New York, known as Tax Map No. 119.00-1-77.2 amd Major #885-010. (see Exhibit "A")

The Clerk of the County of Yates is directed to index this notice to the names of both defendants.

Dated: September 7, 1989

LEARNED, REILLY & LERNED
Attorneys for Plaintiff
Office and P.O. Address
301 William Street; PO Box1308
Elmira, New York, 14902
Phone: AC 607 734-1519

---

page 2 to Lis Penden:

EXHIBIT "A"

Has full Metes and Bounds description of the 73 (seventy three) acres, and tax map reference of those 73 acres. Consisting of the 75 acres "transferred" to Haag & Tuttle by conditional deed, minus the two (2) acre Horse Barn that grantor/Urban bought from Linda Haag (that Haag had in '88 already relinquished Title and Possession to back to Urban.)

Appendix E

UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT

At a stated Term of the United States Court of Appeals for the Second Circuit, held in the United States Courthouse, Foley Square, in the City of New York, on the 26th day of March one thousand nine hundred and ninety-eight.

Present;

HON. Wilfred Feinberg,
HON. Guido Calabresi,
HON. Myron H. Bright, (seal)
Circuit Judges. (Filed Mar 26 1998)

Ralph Urban,

Debtor-Appellant

-v-

98-5012

William C. Hurley, et al

Defendants-Appellees.

This Court having determined sua sponte that it lacks jurisdiction over this appeal because a final order has not been issued by the district court as contemplated by 28 U.S.C. sec 158(d), it is ordered that said appeal be and it hereby is dismissed.

FOR THE COURT
George Lange III, Clerk
By *Lucille Carr*

March 26 1998

Appendix F

UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT

At a stated Term of the United States Court of Appeals for the Second Circuit, held in the United States Courthouse, Foley Square, in the City of New York, on the 12th day of October two thousand and one,

Present;

HON. Jon O. Newman,
HON. Amalya L. Kearse, (seal)
Circuit Judges (Filed Mar 26 1998)
HON. Gregory W. Carman
Chief Judge, Court of Int'l Trade.

Ralph Urban,
Debtor-Appellant

-v- 01-5039

Linda Haag, Beverly & Stanley Olevnick
Defendants,
William C. Hurley, et al
Defendant-Appellee.

Appellant appeals from the decision of the district court affirming two orders of the United States Bankruptcy Court for the Southern District of New York, one transferring venue and one denying leave to amend a complaint. This Court has determined, sua sponte, that it lacks jurisdiction over this appeal because the bankruptcy court orders were non-final within the meaning of 28 U.S.C. sec 158. see. In re Chateaugay Corp. 922 F.2d 86 (2nd Cir 1990) (this Copurt lacks jurisdiction to hear an appeal from an interlocutory bankruptcy order). Therefore, it is OREDERED that the appeal is dismissed.

FOR THE COURT

Oct 12 2001

George Lange III, Clerk

By___*Lucille Carr*___

Appendix G

(dated: 1/12/98)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

In re:

RALPH URBAN,

Debtor.

----------x

RALPH URBAN,

Appellant,

-against-

96 Civ. 8567 (MBM)
OPINION & ORDER

WILLIAM C. HURLEY, COUNTY OF YATES, et al.,

Appellees.

----------x

APPEARANCES:

RALPH URBAN
Appellant pro se
PO Box 1010
Cooper Square Station
New York, NY 10276

JASON A. ADVOCATE, ESQ.
(Attorney for Appellee Yates County)
Gibney, Anthony & Flaherty, LLP
665 Firth Avenue
New York, NY 10022
(212) 688-5151

MICHAEL B. MUKASEY, U.S.D.J.

Ralph Urban, debtor pro se, appeals from the Bankruptcy Court's refusal to void a tax foreclosure sale of certain real property in which Urban claims an ownership interest. Urban contends that the sale is void by operation of the automatic stay imposed by sec 352(a) of the Bankruptcy Code (the "Code"), 11 U.S.C. sec 352(a) (1994), and that Yates County, the seller of the property, and William Hurley, the buyer, are liable for damages and sanctions under for having willfully violated the automatic stay imposed. See 11 U.S.C. sec 362 (h) (1994). For the reasons stated below, the appeal is dismissed in part and the case is remanded to the Bankruptcy Court for further factual findings.

(condensed to relevant portions)

I.

The facts relevant to this appeal may be stated more briefly....

In mid 1988, Urban contracted to sell 75 acres of the property to Linda Haag and Gerald Tuttle. (Pl. Ex. C) Urban conveyed title by warranty deed...The deed contained a cancellation clause making the transfer subject to the lis pendens recorded by Hurley.

While Urban was in the process of transferring his property to Haag, he was also defending the lawsuit brought by Hurley as a result or the failed sales contract....

Meanwhile, Haag was suing Urban in state court to recover the downpayment she had made on the purchase of the property. Id. Although the court awarded Haag a money judgment in an amount equal to her downpayment, the judgment did not divest her of title in the land. Id. It is unclear whether Urban ever satisfied this judgment.

In 1991, ... Urban enlisted the protection of the bankruptcy court.

In June 1994, Yates County foreclosed on Haag's property for failure to pay real estate taxes... Hurley purchased

the property.....Urban moved the Bankruptcy Court to "(v)acate" the foreclosure sale...

After encouraging Urban to pursue his claims in state court, the Court denied his motions and closed the adversary proceeding...

Urban appeals the Bankruptcy Court's decision to this court pursuant to 15 U.S.C. sec 158 (1994), naming both Hurley and Yates County as appellees....

II

A. The case must be remanded for further fact finding

In this case, the bankruptcy court essentially reached two conclusions of law. The first was that it did not have jurisdiction over Yates County under Seminole Tribe...

The Bankruptcy court's second legal conclusion—that it would not exercise jurisdiction over Yates County because it did not sit in the judicial district in which county was located--....

If the court determines that Urban has not met the requirements for venue set forth in sec 1408(1), it should transfer the case to proper district, likely the Western District of New York.....

If, on the other hand, the bankruptcy court does find that venue is proper in the Southern District, it should also pause of revisit its third determination – that Urban did not "appear" to have an interest in the foreclosed property.

B. There Was No "willful" Violation of the Automatic Stay

Although it is necessary to remand this case for development of certain important facts, the record is sufficient

to dispose of one of Urban's claims—his request for sanctions...

The fundamental defect in Urban's request is the absence of any evidence that either Yates County or Hurley "willfully" violated the automatic stay. Assuming arguendo that some of Urban's property was actually sold at the foreclosure sale, Urban has failed to demonstrate that Hurley or Yates County knew of this fact or acted willfully despite their knowledge.....there is no evidence that Hurley knew about Urban's claim of ownership in Haag's property or acted willfully to deprive him of that ownership. Accordingly, to the extent that the Bankruptcy Court denied Urban's request for damages, costs, or sanctions under sec 362(h), the decision of the Court is affirmed.

* * *

For the above reasons, the case is remanded to the Bankruptcy Court to determine: (1) if venue properly lies in the Southern District fo New York; and (2) if so, whether Urban had an ownership interest in the foreclosed property. Urban is not entitled to damages or sanctions against Hurley and Yates County.

SO ORDERED:

Dated: New York, New York
January 12, 1998

/s/_____
Michael B. Mukasey,
U.S. District Judge

Appendix H

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

RALPH URBAN,

Plaintiff-appellant,

-against-

00 Civ. 7893 (RWS)

OPINION

WILLIAM C. HURLEY, et al,

Defendant-appellees.

----------x

APPEARANCES:

RALPH URBAN
Plaintiff-appellant pro-se
PO box 1010
New York, NY 10276

SHAPIRO, ROSENBAUM, LIEBSCHUTZ & NELSON
Attorney for William E. Hurley
Two State Street, suite 1100
Rochester, NY 14614
David Halt, esq of counsel

GEBNEY, ANTHONY & FLAHERTY
Attorney for County of Yates
660 Fifth Avenue
New York, NY 10022
William Kinnelly, esq of counsel

Sweet, D.J.,

Appellant/debtor Ralph Urban, pro se ("Urban"), appealed from two orders of the Bankruptcy Court entered August 24, 2001, the first transferring an Adversary Proceeding, AP No. 91-6570A (the "Adversary Proceeding") to the Western District of New York (the "Venue Order") and the second denying the motion to amend the complaint in the Adversary Proceeding (the "Amendment Order"). For the reasons which follow, the appeal is dismissed, the Venue Order and the Amendment Order are affirmed.

(to paraphrase endless text; Hon. Sweet stated that venue transfer is Not a "final order" thus Not appealable as of right. And with regard to denying of leave to amend, this is a abuse of discretion standard issue, and he found no abuse of discretion,)

Conclusion:

The Venue Order and Amendment Order entered in the Bankruptcy Court August 24, 2000 are affirmed. All other motions by urban are denied.

It is so ordered.

New York, NY
May 10, 2001

/s/
ROBERT W. SWEET
U.S.D.J.

Appendix I

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

----------x

RALPH URBAN,

Appellant,

-v -

02 Civ. 6329 L
DECISION AND ORDER

LINDA HAAG, GERALD TUTTLE,
WIILIAM C. HURLEY, et al,

Appellees.

----------x

APPEARANCES:

RALPH URBAN
Plaintiff-appellant pro-se
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GEBNEY, ANTHONY & FLAHERTY
Attorney for County of Yates
660 Fifth Avenue
New York, NY 10022
William Kinnelly, esq of counsel

Appellant Ralph Urban ("Urban"), appeals from an order of chief Bankruptcy Judge John C. Ninfo, II, of the

United States Bankruptcy Court for the Western District of New York, dated April 25, 2002 ("the Decision and Order").

(in the main body/decision Hon. Larimer simply followed Judge Ninfo's lead, and re-used the new facts created to Reject Reversion and this court's Evans.)

CONCLUSION:

The Decision and Order of United States chief Bankruptcy Judge John C. Ninfo, II entered April 25, 2002, is AFFIRMED in all respects. I affirm all of the factual findings and conclusions of law determined by Chief Judge Ninfo in the Decision and Order.

IT IS SO ORDERED.

/s/_____
DAVID G. LARIMER
United States district Judge

Dated: Rochester, New York
May 22, 2003

Appendix J

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

----------x

In re:

RALPH URBAN,
Debtor in possession/appellant

----------x

RALPH URBAN,
Complainant/Appellant,

-v -

LINDA HAAG, GERALD TUTTLE,
WIILIAM C. HURLEY,
Defndants.

----------x

CROSS MOTION FOR
SUMMARY JUDGMENT

Chap 11 # 91-B-15142, SDNY
Ad Com #91-6570A, SDNY
WD ref # 00-2180

(condensed)

After Judge Ninfo denied plaintiff/Urban an extension to hire counsel in Rechester, NY where WD court is located, Urban from New York City, made a Motion for Summary Judgment in a last ditch effort to avoid a re-trial of state case.

Urban stated it was too Onerous and costly to litigate the issue (in Rochester of all places) as to whether that "foreclosure" was valid under non-bankruptcy state law.

Instead Urban proposed Judge Ninfo flip a coin, and it came up heads and he found the "foreclosure" VOID, and he also Rejected reversion of Title by Operation – to Order Orederign Haag & Tuttle to return title to the 73 acres set forth in the complaint – that Urban is entitled to recover.

And if it came up tails, and he found the "foreclosure" VALID, to Order Hurley (who purchased the tax deed) to return title to the 73 acres (set forth in complaint) to Urban, on the rationale that All Hurley could have purchased in the "foreclosure" deed, was Haag & Tuttle ESTATE in the land (or their interest in connection with the land; which was –at best- Urban argued- mere legal Title held IN TRUST for Urban, in exchange for the refund.

Urban attached a Full copy of the famous case from Court of Appeals of North Carolina: Newbern v Barnes (165 SE 2d 526) to the Motion, and made it a part thereof.

Newbern found that a land tax "foreclosure" can neither create nor destroy an Estate in lands. That it can only transfer the Estate (if any) "as is" from the Estate foreclosed upon (of the defaulting taxpayers) to foreclosure deed buyer.

Dated: February 17, 2002
Camden County, New Jersey

/s/_____
RALPH URBAN

NOTE: Judge Ninfo sidestepped the Motion entirely, because he did not like an out of state authority.

Appendix K

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

----------x

In re:

RALPH URBAN,
Debtor in possession/appellant

----------x

RALPH URBAN,
Complainant/Appellant,

-v -

LINDA HAAG, GERALD TUTTLE,
WIILIAM C. HURLEY,
Defndants.

----------x

Chap 11 # 91-B-15142, SDNY
Ad Com #91-6570A, SDNY
WD ref # 00-2180

Transcript of Proceeding

February 21, 2002,
Rochester , New York

Condensed version: Judge Ninfo convened a trial (called an "evidentiary hearing" which his office said sidesteps a Jury.) Haag gave verbal testimony that she thought Tuttle was alive. She also contradicted her own Judgment and Complaint. County Treasurer was allowed to plead dumb and stupid, that she did NOT know of the Chap11, dispite the fact she filed Proof of Claim #3 for back taxes., etc, etc.

Appendix L

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

----------x

In re:

RALPH URBAN,

Debtor in possession/appellant

----------x

RALPH URBAN,

Complainant/Appellant,

-v -

LINDA HAAG, GERALD TUTTLE,
WIILIAM C. HURLEY,

Defndants.

----------x

ORDER & DECISION

Chap 11 # 91-B-15142, SDNY
Ad Com #91-6570A, SDNY
WD ref # 00-2180

(condensed summary)

Judge Ninfo, after conducting a new trial, to re-try the state case, and re-Determine who owns the property found as follows:

That there was NO reversion. No cancellation clause in 6/29/88 conditional deed. That said deed was NOT conditional. That Judge Mukasey erred in finding cancellation clause. That the "if" and "win" that occurred on 5/8/90 conditions in 6/29/88 deed, might have qualified

for reversion of title, but that the 1992, 365 Rejection of the Hurley contract cancelled out that 1990 "win" and that conquently NO reversion took place., etc., etc,.

No. 05 - 886

IN THE
SUPREME COURT OF THE UNITED STATES

In Re: Ralph Urban,

Debtor-Appellant,

RALPH URBAN, *Complainant/Appellant*

v.

LINDA HAAG, GERALD TUTTLE, WILLIAM HURLEY, *defendant/appellees.*

COUNTY OF YATES, *movant.*

State of New York, noticed

On Petition for a Writ of Certiorari to the United States Court of Appeals for the 2nd Circuit

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SUPPLEMENTAL BRIEF IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

Ralph Urban, *Petitioner*
Cooper Square Station
P.O. Box 1010
New York, N.Y. 10276

Introductory Statement:

After the filing of this petition for certiorari on Nov 17, 2005 (resubmitted on Jan 17, 2006 due to errors;) The Hon. John Gleeson, US District Judge, Southern District of New York (Brooklyn), issued an Order and Judgment dated January 27, 2006 – that has a bearing on this case.

Accordingly, pursuant to Rule 15.8, the matter is brought to the attention of this Court.

How the Order impacts on this case:

Whereas, an underlying claim of undersigned petitioner (Urban's) grievances in this controversy is that Urban is a victim of political corruption **ALSO Involving the lower Courts** (as extensions of the local Political Machinery;) under New York State Law, which Urban contends is "Unconstitutional:" refer to facts in page 7 of this petition; and Questions Presented "15" to "21," of this petition. and

Whereas, Hon. Gleeson's Order and Judgment, Published (in part) in New York Post & New York Times, etc. strikes down New York Law (allowing the back-room political selection of Judges) as unconstitutional, and

Whereas, it is no longer mere allegation or speculation on Urban's part that various aspects of New York State Law, that affecting this case, are Unconstitutional;

Therefore, it is respectfully submitted this Court consider the following:

That a state of Chaos exists, and continues to exist in America – regarding runaway taxation and spending, and lobbying: and the self-serving contention of Politicians that they and their (unelected) Bureaucrats, have the "Unlimited Power to Tax" and "take" people's money and Property, and that their local Judges (they boast they "own") will "legitimize the Robbery!"

A so-called "unlimited power" to tax and transfer wealth from the politically UNconnected, to the politically connected that is ripping this Country apart, and if not abated will (certainly) destroy this Democratic-Republic.

Therefore, it is respectfully submitted to this Court that there are two unwritten pre-ambles to the Constitution: (1) that ALL "power" corrupts, and *absolute power* corrupts absolutely. Words issued by Nero before the total collapse of ancient Rome. And (2) that ALL "freedom" stems from economic independence; and ALL Freedom is soon LOST, once Economic independence is lost. (which we Americans are losing a mile a minute.)

In this case local politicians (and political insiders) upstate New York, told Urban they were incensed at Urban's (free speech commercials) challenging legality and constitutionality of their "Unlimited Power to Tax."

And that as reprisal, they intended to "ruin" Urban's Thoroughbred Breeding, training, and racing business; and "run" Urban out of town, "without getting paid for the land;" and their local Judges would "*legitimize the Robbery*!!" Because their Judges were duty-bound (as a *condition* of their Employment) to Rule in their favor whenever a "*politically sensitive case*" happened along. A Politically sensitive case, is defined as ANY CASE so declared.

At the heart of this controversy are two (2) pre-bankruptcy state court final Judgements: the problem with these Judgments is that they were vague, inconclusive, and sloppy at best - and outright vindictive, confiscatory, and criminal at worst.

In this case, the Federal Courts floundered for fifteen (15) Years (mis-applying, and mis-using the Federal Rules of Construction,) contradicting each other.

But what is most Offensive, is that the 2nd Circuit ignored and disregarded petitioner/Urban's demand that they apply the STRICT SCRUTINY STANDARD to this appeal.

WHEREFORE, it is respectfully requested this Court find the Second Circuit, US court of Appeals, erred in not applying the Strict Scrutiny Standard to this controversy.

Especially, in light of the fact petitioner/Urban is a racial minority (much dispised in Yates County;) which is why one year after buying 103 acres there, Urban had the land for sale to relocate OUT of an unfriendly area. And especially in light of the fact Urban's free speech Commentary that the Country WILL COLLAPSE soon unless changes made, Very Soon, in this so-called, "unlimited power to tax;" resulted in all out political/bureaucratic war against Urban.

Ralph Urban, Petitioner
P.O. Box 1010
New York, N.Y. 10276

Date: February 10, 2006